

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: CHRISTOPHER BAXTER : CHAPTER 13  
RAISHALL BAXTER :  
: DEBTORS : BANKRUPTCY NO. 16-13155AMC

STIPULATION RESOLVING MOVANT'S MOTION FOR RELIEF

AND NOW, this 1<sup>st</sup> day of December, 2016, it is hereby stipulated and agreed by and between Zachary Perlick, Esquire, Attorney for the Debtor, and Matthew Gross, Esquire, Attorney for WVUE 2015-I as follows:

1. The Automatic Stay as provided by Section 362 of the Bankruptcy Code shall remain in full force and effect conditioned upon the terms and conditions set forth herein.

2. The parties agree that the total post-petition arrearage consists of six (6) monthly payments for the months of June 2016 through November 2016 at \$982.54 each, legal fees of \$795.00 and court filing fee of \$176.00 resulting in the post-petition arrearage amount of \$6,866.24.

3. Movant acknowledges receipt of payment in the amount of \$5,200.00, reducing the post-petition arrearage to \$1,666.24.

4. Beginning December 1, 2016, Debtor shall commence payment of the regular monthly mortgage payment in the amount of \$982.54, plus the additional payment in the amount of \$277.70, for a total monthly payment of \$1,260.24. The debtor will continue to pay this amount each month from December 1, 2016 through May 1, 2017 to cure the aforementioned post-petition arrearage. All

subsequent monthly payments and late charges shall be due in accordance with the terms of the Mortgage.

5. If Debtors provide sufficient proof of payments made, but not already credited, the account will be adjusted accordingly.

6. Should the Debtor fail to make any of the above captioned payments, or if any regular monthly mortgage payment commencing after the cure of the post-petition delinquency is more than fifteen (15) days late, Movant shall send Debtor and counsel a written Notice of Default of this stipulation. If the default is not cured within fifteen (15) days of the date of the Notice, counsel shall file a Certification of Default with the Court.

7. The parties agree that a facsimile signature shall be considered an original signature.

/s/Matthew Gross  
Matthew Gross, Esquire  
Attorney for Movant

/s/Zachary Perlick  
Zachary Perlick, Esquire  
Attorney for the Debtor

The foregoing Stipulation is hereby Approved and made an Order of this Court.



**Date: December 14, 2016**

THE HONORABLE JUDGE ASHELY M. CHAN